

PLAINTIFF'S PROPOSED INSTRUCTIN NO. 9 – QUANTUM MERUIT

If you find that there was not contract between the parties as to how Plaintiff, GMW, was to be paid for the work and materials it provided, you ma determine that defendant, Kanag'Iq, is liable to GMW for the work and materials, if you find that:

1. GMW furnished materials and provided services to Kanag'Iq with a reasonable expectation of being compensated;
2. Kanag'Iq knowingly accepted the benefit of the materials and services; and
3. Kanag'Iq would be unfairly benefitted by the services and materias if no compensation were paid to GMW.

If you find that all of these elements are satisfied, the you should award damages to GMW in an amount that reasonably represents the fair value of the materials and services that GMW furnished, less any amounts already paid by Kanag'Iq.

Oklahoma Uniform Jury Instructions (with minor, but not substantive, modifications)

Idaho Civil Jury Instructions (with minor, but not substantive, modifications)